

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

EPAS ID: PAT5865460

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
ELIZABETH A. HOLMES	01/23/2017
JOHN KENT FRANKOVICH	12/28/2015
JOY ROY	06/26/2014
RECEIVING PARTY DATA	
Name:	THERANOS, INC.
Street Address:	1701 PAGE MILL RD
City:	PALO ALTO
State/Country:	CALIFORNIA
Postal Code:	94304
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	16712664
CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
Email:	theranosdocketing@gmail.com
Correspondent Name:	THERANOS IP COMPANY, LLC
Address Line 1:	160 FOSS CREEK CIR #2369
Address Line 4:	HEALDSBURG, CALIFORNIA 95448
ATTORNEY DOCKET NUMBER:	740.303
NAME OF SUBMITTER:	HAO Y. TUNG
SIGNATURE:	/Hao Y. Tung/
DATE SIGNED:	12/12/2019
Total Attachments: 5	
source=SignedAssgnmnt_EAH#page1.tif	
source=SignedAssgnmnt_EAH#page2.tif	
source=SignedAssgnmnt_JF#page1.tif	
source=SignedAssgnmnt_JF#page2.tif	
source=SignedAssgnmnt_JR#page1.tif	

WHEREAS, the undersigned:

Elizabeth A. Holmes

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

SYSTEMS AND METHODS FOR FLUID HANDLING

for which U.S. Application No. 13/933,035 was filed on July 1, 2013 (hereinafter "Application(s)").

WHEREAS, THERANOS, INC. a corporation of the State of Delaware, having a place of business at 1701 Page Mill Rd, Palo Alto, CA 94304, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest Worldwide in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, utility models, design registrations, inventor's certificates and other forms of protection thereon granted in the United States and Worldwide (herein collectively referred to as "Patent(s)"). As used herein, "Worldwide" refers to and includes all foreign countries and treaty organizations, and Application(s) and Patent(s) Worldwide include all Applications filed, and Patents issued, in foreign countries and treaty organizations, where treaty organizations include, without limitation, the Patent Cooperation Treaty, the Paris Convention for the Protection of Industrial Property, the European Patent Convention, and any other international convention, agreement, protocol, or treaty).

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s), having full right to convey the entire interest both legal and equitable in the Inventions and Application(s) herein assigned, do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest in the United States and Worldwide (a) in and to said Inventions and Applications, including the right to claim priority to said Inventions and said Application(s) in the United States and Worldwide; (b) in and to all rights to all United States patent Application(s) and Patent(s) and all corresponding non-United States patent Application(s) and Patent(s) Worldwide; (c) in and to any and all Application(s) filed and any and all Patent(s) granted on said Inventions in the United States and Worldwide, including each and every Application filed and any and all Patent(s) granted on any application, including, without limitation, any non-provisional, regional phase, or national phase application claiming the benefit of the Application(s), or a non-provisional, divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s). The right, title and interest conveyed in this assignment is to be held and enjoyed by the Assignee and Assignee's successors and assigns as fully and entirely as it would have been held and enjoyed by Assignor(s) had this assignment not been made. Assignor(s) hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include, without limitation, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing, continuation-in-part, or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference, derivation, or priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, post-grant reviews, inter partes reviews, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the reasonable expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

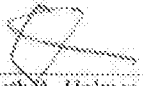
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for

the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. For any disputes arising out of this Agreement, the Inventor(s) consent to personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: 1/23/2017


Elizabeth A. Holmes

WHEREAS, the undersigned:

John Kent Frankovich

(hereinafter "Inventor(s)"), have invented certain new and useful improvements in

SYSTEMS AND METHODS FOR FLUID HANDLING

for which U.S. Application No. 13/933,035 was filed on July 1, 2013 (hereinafter "Application(s)").

WHEREAS, THERANOS, INC, a corporation of the State of Delaware, having a place of business at 1701 Page Mill Rd., Palo Alto, CA 94304, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest Worldwide in and to said Application(s) and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, utility models, design registrations, inventor's certificates and other forms of protection thereon granted in the United States and Worldwide (herein collectively referred to as "Patent(s)"). As used herein, "Worldwide" refers to and includes all foreign countries and treaty organizations, and Application(s) and Patent(s) Worldwide include all Applications filed, and Patents issued, in foreign countries and treaty organizations, where treaty organizations include, without limitation, the Patent Cooperation Treaty, the Paris Convention for the Protection of Industrial Property, the European Patent Convention, and any other international convention, agreement, protocol, or treaty).

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s), having full right to convey the entire interest both legal and equitable in the Inventions and Application(s) herein assigned, do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest in the United States and Worldwide (a) in and to said Inventions and Applications, including the right to claim priority to said Inventions and said Application(s) in the United States and Worldwide; (b) in and to all rights to all United States patent Application(s) and Patent(s) and all corresponding non-United States patent Application(s) and Patent(s) Worldwide; (c) in and to any and all Application(s) filed and any and all Patent(s) granted on said Inventions in the United States and Worldwide, including each and every Application filed and any and all Patent(s) granted on any application, including, without limitation, any non-provisional, regional phase, or national phase application claiming the benefit of the Application(s), or a non-provisional, divisional, substitution, continuation, or continuation-in-part of any of said Application(s); and (d) in and to each and every reissue, reexamination, or extensions of any of said Patent(s). The right, title and interest conveyed in this assignment is to be held and enjoyed by the Assignee and Assignee's successors and assigns as fully and entirely as it would have been held and enjoyed by Assignor(s) had this assignment not been made. Assignor(s) hereby authorize and request the issuing authority to issue any and all patents on said application or applications to said assignee or its successors and assigns.

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include, without limitation, prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing, continuation-in-part, or additional applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference, derivation, or priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, post-grant reviews, inter partes reviews, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that the reasonable expense incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

PATENT ASSIGNMENT

Docket Number: 740.301

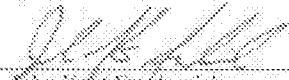
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. For any disputes arising out of this Agreement, the Inventor(s) consent to personal and exclusive jurisdiction of, and venue in, the state and federal courts within Santa Clara County, California. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date:

12/20/2015


John Kolt Frankovich

WHEREAS, the undersigned:

- | | | |
|---------------------------------------|-----------------------------|---|
| 1. HOLMES, Elizabeth
Palo Alto, CA | 2. ROY, Joy
San Jose, CA | 3. FRANKOVICH, John Kent
Palo Alto, CA |
|---------------------------------------|-----------------------------|---|

(hereinafter "Inventor(s)), have invented certain new and useful improvements in

SYSTEMS AND METHODS FOR FLUID HANDLING

for which application serial number 13/933,035 was filed on July 1, 2013 in the United States Patent and Trademark Office; (hereinafter, "Application(s)"). The term "Application(s)" also includes all patent applications that share or claim priority to or from the above application(s).

WHEREAS, Theranos, Inc., a corporation of the State of Delaware, having a place of business at 1601 S. California Avenue, Palo Alto, CA 94304, (hereinafter "Assignee"), is desirous of acquiring the entire right, title and interest in and to said Application(s), and the inventions disclosed therein, and in and to all embodiments of the inventions, heretofore conceived, made or discovered, whether jointly or severally, by said Inventor(s) (hereinafter collectively referred to as "Inventions"), and in and to any and all patents, inventor's certificates and other forms of protection thereon granted in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, including those filed under the Paris Convention for the Protection of Industrial Property, The Patent Cooperation Treaty or otherwise (hereinafter "Patent(s)").

NOW, THEREFORE, in consideration of good and valuable consideration acknowledged by said Inventor(s) to have been received in full from said Assignee:

1. Said Inventor(s) do hereby sell, assign, transfer and convey unto said Assignee the entire right, title and interest (a) in and to said Inventions; (b) in and to said Applications, including the right to claim priority to and from said Application(s); (c) in and to each and every application that is a divisional, substitution, continuation, or continuation-in-part of any of said Application(s); (d) in and to said Patent(s) and each and every patent issuing or reissuing from any of the foregoing; (e) in and to each and every reissue, reexamination, renewal or extension of any kind of any of the foregoing; and (f) in and to each and every patent and application filed outside the United States and corresponding to any of the foregoing.

2. Said Inventor(s) hereby covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty. Such cooperation by said Inventor(s) shall include prompt production of pertinent facts and documents, giving of testimony, execution of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for prosecuting any applications covering said Inventions; (c) for filing and prosecuting substitute, divisional, continuing or other priority applications covering said Inventions; (d) for filing and prosecuting applications for reissuance of any said Patent(s); (e) for interference or other priority proceedings involving said Inventions; and (f) for legal proceedings involving said Inventions and any applications therefor and any Patent(s) granted thereon, including without limitation reissues and reexaminations, opposition proceedings, cancellation proceedings, priority contests, public use proceedings, infringement actions and court actions; provided, however, that reasonable expenses incurred by said Inventor(s) in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventor(s), their respective heirs, legal representatives and assigns.

4. Said Inventor(s) hereby warrant, represent and covenant that said Inventor(s) have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

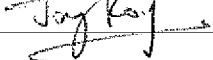
5. Said Inventor(s) hereby request that any Patent(s) issuing in the United States, foreign countries, or under any international convention, agreement, protocol, or treaty, be issued in the name of the Assignee, or its successors and assigns, for the sole use of said Assignee, its successors, legal representatives and assigns.

6. This instrument will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. If any provision of this instrument is found to be illegal or unenforceable, the other provisions shall remain effective and enforceable to the greatest extent permitted by law. This instrument may be executed in counterparts, each of which is deemed an original, but all of which together constitute one and the same agreement.

IN WITNESS WHEREOF, said Inventor(s) have executed and delivered this instrument to said Assignee as of the dates written below:

Date: _____ Elizabeth Holmes

Date: _____ John Kent Frankovich

Date: 6/26/2014  Joy Roy